

**CALIFORNIA COASTAL COMMISSION**

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original staff report

# F5

## ADDENDUM

May 10, 2016

To: Coastal Commission and Interested Persons

From: Susan Hansch, Chief Deputy Director  
Melanie Wong, Chief, Human Resources  
Jessica Chan, Fiscal and Business Services Analyst  
Michael Ng, Staff Counsel

Subject: **Draft Request for Proposal (RFP) for Executive Search Firm and Contractor Selection - Item F5, for Discussion May 13, 2016**

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### Document Received:

A. Document included in this addendum is the following letter:

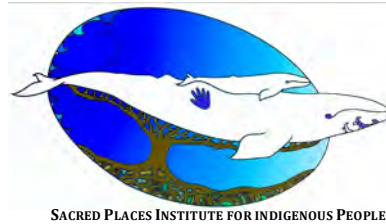
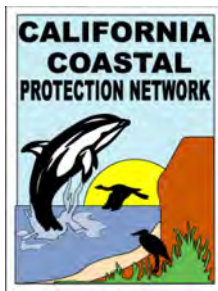
1. California Coastal Protection Network and six other organizations letter dated May 6, 2016.

**Staff response to CCPN May 6, 2016 letter:** There were other added suggestions in the California Coastal Protection Network and six other organizations dated May 6, 2016 regarding the Executive Director Duty Statement. The Executive Director Duty Statement will be updated as a part of the tasks accomplished by the selected search firm at a later date. All of the comments will therefore be addressed at that time.

B. Commission staff recommends revisions to the Draft Request for Proposal. Deletion language is shown in ~~strike-out~~ and new proposed language is shown in ***bold, italic and underline***, as shown below:

1. Page 2 of 27: “The current salary for this position has been approved for a range of ~~XXX,XXX-12,747~~ to ~~XXX,XXX-13,384~~/month.”
2. Page 2 of 27, 3 of 27, 4 of 27, 6 of 27, 7 of 27, 17 of 27: Wherever previously stated “public stakeholders” replace with the words “***public and tribal stakeholders***”.
3. Added new language to Page 4 of 27 (III.A.1.h) to read: “After public hearing ***and stakeholder input*** make any needed changes to the recruitment materials and finalize for release.”

4. Page 4 of 27 (III.A.2.f) strike-out and add new word: “Provide updated summary document every two weeks on screened semi-finalist candidates to the Department Contract Manager ~~and~~ for the Commission.”
5. Added new sentences to Pages 5-6 of 27 (III A.4.b.) to read: “**These status reports will not contain any confidential information. Confidential information regarding specific candidates will be provided to the Commission in closed session.**”
6. Added new sentence to Page 6, item 4.e: “If at any point, the Commission, the awarded contractor, or the Department Contract Manager determines that the recruitment process has not identified a suitable candidate pool, the contractor will be instructed to continue broad recruitment of applicants to obtain a larger pool of qualified candidates in accordance with the procedures specified above. This may include modification of the Candidate Profile and/or the Preferred Candidate Screening Criteria by the Commission. **A plan that includes this service at no additional cost is highly desired.**”



May 6, 2016

Ms. Susan Hansch, Chief Deputy Director  
California Coastal Commission  
Via email: [shansch@coastal.ca.gov](mailto:shansch@coastal.ca.gov)

Dear Ms. Hansch,

Thank you for the opportunity to provide comments on your Revised Draft Request for Proposal (RFP) dated May 3, 2016. We appreciate all the hard work you and your staff have put into the RFP and are generally in strong support of it. We offer the following comments on the RFP in order to ensure the maximum public and tribal participation in the hiring process for the new Commission Executive Director (ED) and that engagement with communities of color, lower income communities, and California Native American Tribes is included as a priority.

**ED Hiring Memo Page 7; RFP Page 3, Section 1.c.iii and 1.f.iii**

**Issue:** Include public and tribal participation as a requirement, not an option.

**Comments:** These subsections address public engagement for development of the Executive Director Candidate Profile and Statement of Qualifications. These subsections state that, "Input from public stakeholders will be gathered, at a minimum, using a designated email address. Commitment to additional communication/participation methods for increased public stakeholder input is highly desired."

We would like this section to address "public and tribal participation." Additionally, while we certainly appreciate the stated "commitment" and "desire" to have additional public communication and participation methods for stakeholder input with the selected search firm on the Candidate Profile and Statement of Qualifications, we would much prefer that the RFP include this as a *requirement* rather than presenting it as an option. Toward that end, we would request, at the very least, that drafts of these documents be placed as a hearing item on the Commission's monthly agenda at the appropriate time in the hiring process so that all stakeholders can review, comment and present testimony on these important matters.

### **ED Hiring Memo Page 34; Ex. A Page 2, Second bullet point**

**Issue:** Engaging communities of color, lower income communities and California Native American Tribes and Native American communities.

**Comments:** Pages 33-36 of the ED Hiring Memo are a draft Duty Statement of the Executive Director's responsibilities. On page 2 of the Statement, the second bullet point gives a summary list of the statewide coastal resources management policies that the new ED will address. We would like to see an addition to this section to include language that reflects as a priority that the new ED will engage with communities of color, lower income communities, as well as California Native American Tribes and Native American communities. The inclusion of this language will best ensure that the strong social justice policies of the Coastal Act, like readily available public access to California beaches, is upheld and strengthened going forward.

### **ED Hiring Memo Page 35; Ex. A Page 3, Third bullet point**

**Issue:** Include "build and maintain relationships with diverse stakeholders and California Native American Tribes."

**Comments:** On page 3 of the Duty Statement, the 3<sup>rd</sup> bullet point addresses the variety of relationships that the ED will need to build and maintain. We would like to see an amendment to this section similar to that immediately above that reflects as a priority that the new ED will engage with communities of color, lower income communities, as well as California Native American Tribes. This will demonstrate that the new ED should prioritize increasing diversity among stakeholders as well as staff to promote social and environmental justice relationships to best ensure full public participation.

### **ED Hiring Memo - Proposed Addition to the Duty Statement**

**Issue:** Proactively addressing compliance with state and federal civil rights laws and tribal consultation laws.

**Comments:** Please consider adding to the Duty Statement in the appropriate place language that reflects the following:

The ED will ensure compliance with federal and state civil rights laws and regulations that protect equal access to publicly-funded resources, including Title VI of the Civil Rights Act of 1964 and its regulations, and California Government Code 11135 and its regulations. The ED will have consultation with tribal governments and will work to develop a government-to-government tribal consultation policy as directed by Governor Brown's Executive Order B-10-11.

Thank you very much for your consideration of our comments. We look forward to engaging with you and your staff throughout the hiring process for the Commission's new Executive Director.

Sincerely yours,

Susan Jordan, Executive Director  
California Coastal Protection Network

Marce Gutiérrez-Graudiņš, Director  
Azul

Robert Garcia, Esq., Director  
The City Project

Kathryn Phillips, Director  
Sierra Club California

Juan Altamirano, Policy Advocate  
Audubon California

Angela Mooney D'Arcy, Director  
Sacred Places Institute for Indigenous Peoples

Zachary Plopper, Conservation Director  
WILDCOAST

**CALIFORNIA COASTAL COMMISSION**

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# F5

**Revised as of May 10, 2016**

To: Coastal Commission and Interested Persons

From: Susan Hansch, Chief Deputy Director  
Melanie Wong, Chief, Human Resources  
Jessica Chan, Fiscal and Business Services Analyst  
Michael Ng, Staff Counsel

Subject: **Revised Draft Request for Proposal (RFP) for Executive Search Firm and Contractor Selection – Item F5 for Discussion and Conceptual Approval, May 13, 2016**

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## Summary

The Commission considered a Draft Request For Proposal (RFP) for Executive Search Firm Services on April 13, at its Commission meeting in Santa Rosa. The staff revised the Draft RFP based on Commission input. Additional revisions were made based on input from CALHR and a letter received from the Coastal Protection Network and six other organizations. The revised May 10, Draft RFP will be considered by the Commission on Friday, May 13 (Item F5) at its meeting in Newport Beach.

No formal action by the Commission is required. Staff seeks conceptual approval by the Commission to proceed to the next step in the process with the release of the Request for Proposal on May 17, 2016.

The RFP includes all the Department of General Services (DGS) required language for a value-based procurement that includes experience, skills, and cost, not just lowest cost.

Areas of the revised draft RFP needing focused Commission review are:

1. Scope of work (pages 2-7);
2. Schedules (pages ii and 7-8);
3. Evaluation process (pages 22-25);
4. Preliminary discussion draft Executive Director Job Announcement brochure (will be finalized by selected contractor/preliminary draft is part of RFP). (Exhibit A.)



CALIFORNIA  
**COASTAL**  
COMMISSION

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**Request for Proposal No. 15-01  
As of May 10, 2016**

**Executive Director  
Search Firm Services**

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**California Coastal Commission**  
45 Fremont Street, Suite 2000 • San Francisco, California 94105

**CALIFORNIA COASTAL COMMISSION**  
**EXECUTIVE DIRECTOR SEARCH FIRM SERVICES**  
**REQUEST FOR PROPOSAL NO. 15-01**  
**SCHEDULE OF EVENTS**

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RFP Release Date	May 17, 2016
Proposer's Conference (Proposer Participation Optional)	May 24, 2016 at 10:00 a.m. Pacific Time
Deadline for Proposers to Submit Written Technical Questions	May 26, 2016 by 5:00 p.m. Pacific Time
Post Response to Written Questions	June 7, 2016
Final Filing Date for Proposals	June 17, 2016 by 5:00 p.m. Pacific Time
Opening and Initial Evaluation of Proposals*	June 21, 2016
Oral Interviews with Top Proposers*	June 24 – July 1, 2016
Evaluation Completion and Public Documents Made Available*	July 5, 2016
Post Notice of Intent to Award*	July 15, 2016 (upon Commission vote to award contract)
Anticipated Contract Award*	July 22, 2016
Anticipated Contract Performance Start Date*	August 22, 2016 (or upon DGS approval of contract)

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\* All dates after the "Final Filing Date for Proposals" are tentative and subject to change by issuance of an RFP addendum.



**CALIFORNIA COASTAL COMMISSION  
EXECUTIVE DIRECTOR SEARCH FIRM SERVICES  
REQUEST FOR PROPOSAL NO. 15-01**

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**EXHIBITS**

- A. 2011 EXECUTIVE DIRECTOR DUTY STATEMENT/DRAFT RECRUITMENT BROCHURE**
- B. CALIFORNIA COASTAL COMMISSION MEETING SCHEDULE**
- C. PROPOSAL EVALUATION SHEET**

**ATTACHMENTS**

- 1. REQUIRED ATTACHMENTS CERTIFICATION LIST**
- 2. PROPOSAL/PROPOSER COVER SHEET**
- 3. COST PROPOSAL SHEET**
- 4. TECHNICAL PROPOSAL SHEET**
- 5. CLIENT REFERENCE AND CONTRACTOR HISTORY FORM**
- 6. CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**
- 7. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE INSTRUCTIONS**
- 8. DARFUR CONTRACTING ACT FORM**
- 9. SAMPLE STATE CONTRACT (STD-213)**

**CALIFORNIA COASTAL COMMISSION**  
**EXECUTIVE DIRECTOR SEARCH FIRM SERVICES**

**I. INTRODUCTION**

The California Coastal Commission (herein referred to as “the Department”) is charged with implementing the California Coastal Act of 1976 (<http://www.coastal.ca.gov/coactact.pdf>). The Coastal Act was enacted by the Legislature to continue carrying out the original mandate of Proposition 20, which was passed by the citizens of California in 1972. Proposition 20 created the Coastal Zone Conservation Commission, which both performed an interim regulatory function and created the Coastal Plan for consideration by the Legislature in the drafting of the Coastal Act.

The Coastal Act establishes strong resource protection and coastal development policies for California’s coastal zone, which extends three miles seaward to the outer extent of State jurisdiction, and which on land can be as narrow as several blocks in certain urban areas and up to five miles inland in rural areas.

The Coastal Act establishes an independent Commission within the California Natural Resources Agency, with twelve voting Commissioners (herein referred to as “the Commission”) appointed (four each) by the Governor, the Senate Committee on Rules, and the Speaker of the Assembly, and three ex-officio members representing State agencies (California Natural Resources Agency, Transportation and Housing Agency, and the State Lands Commission). The Commission is supported by and receives recommendations from professional civil service staff, including analysts, planners, lawyers, technical experts in the areas of biology, ecology, geology, and coastal engineering, and a small team of human resources and business service professionals. The Executive Director is directly appointed by the Commission.

The Department headquarters are located in San Francisco (North Central Coast) with district offices in Santa Cruz (Central Coast), Ventura (South Central Coast), Long Beach (South Coast), San Diego (San Diego Coast), Arcata (North Coast) and a small legislative office in Sacramento. The core program of the Department includes both planning and regulatory functions required by the Coastal Act. The Executive Director, along with a Chief Deputy Director, a Senior Deputy Director and a strong Executive team of Deputy Directors, manages staff in the district permitting units; Access Program; Administrative Services; Energy, Ocean Resources and Federal Consistency; Climate Change and Sea Level Rise unit; Federal Programs; Legal; Mapping; Oil Spill; Public Education; Statewide Enforcement; Statewide Planning; Technical Services; and Water Quality. Department staff work closely with local, state and federal governments and the public to ensure development and local planning within the Department’s jurisdiction is consistent with the Coastal Act.

The Commission holds monthly public meetings of three to five days in length in different locations throughout coastal California. The Commission meetings provide an opportunity for the Commission to take public testimony and to make permit, planning, and other policy decisions. Prior to each meeting, Department staff collects and analyzes information pertinent to meeting agenda items and prepares written staff reports with recommendations for Commission action.

The Executive Director position is currently vacant. An acting Executive Director has been appointed until December 2016 or until a new Executive Director is appointed. The

Department seeks the services of an executive search firm to conduct a national search for the Executive Director position. To accomplish this, the Department has released this Request for Proposal (RFP) which utilizes the secondary method for competitive bidding of State contracts (*i.e.*, highest-scoring responsive proposal by responsible proposer), as allowed for by law. (Public Contract Code § 10344(c). See *also* State Contracting Manual vol. 1, ch. 5.)

## II. PURPOSE

The Commission has instructed Department staff to request proposals in accordance with standard State contracting law and procedures in order to secure the services of a search firm to conduct a national recruitment search to fill the Executive Director position. Although the Executive Director position is an “at will” appointment and serves at the pleasure of the Commission, the incumbent will accrue State civil service credit and CalPERS retirement credit. The current salary for this position has been approved for a range of \$12,747 to \$13,384/month, dependent on qualifications, experience and current salary of the selected candidate. For reference, the 2011 Executive Director’s duty statement is included as **Exhibit A** to this RFP.

The resulting contract will be for a period of nine (9) months from August 22, 2016 (or upon Department of General Services’ approval) to May 22, 2017, with the Department having the option to extend up to an additional nine (9) months for completion of the work, if necessary. No additional funds will be included in the amendment. This amendment option will be executed at the sole discretion of the Department. This amendment option expires May 22, 2017.

## III. SERVICES TO BE PROVIDED (SCOPE OF WORK)

### A. SCOPE OF WORK

#### 1. Planning Phase

- a. Develop a communication protocol for the search project between project personnel (as assigned by the search firm), the Department Contract Manager, designated Department staff, and the Commission.
- b. Work in collaboration with the Commission, the Department Contract Manager, designated Department staff, and public and tribal stakeholders to develop an updated Executive Director duty statement.
  - i. Discussions with individual Commissioners will be done in person or via teleconference.
  - ii. Discussions with Department staff will be held in either groups or individually, in person or via teleconference.
  - iii. Input from public and tribal stakeholders will be gathered, at a minimum, using a designated email address. Commitment to additional communication/participation methods for increased public and tribal stakeholder input is highly desired.

- c. Work in collaboration with the Commission, the Department Contract Manager, designated Department staff, and public and tribal stakeholders to develop a comprehensive “Candidate Profile” to determine minimum qualifications for the Executive Director position.
  - i. Discussions with individual Commissioners will be done in person or via teleconference.
  - ii. Discussions with Department staff will be held in either groups or individually, in person or via teleconference.
  - iii. Input from public and tribal stakeholders will be gathered, at a minimum, using a designated email address. Commitment to additional communication/participation methods for increased public and tribal stakeholder input is highly desired.
- d. Work in collaboration with the Department Contract Manager and designated Department staff utilizing the updated duty statement to develop outreach materials that will include, at a minimum, a recruitment brochure to conduct a thorough national search to identify the most highly-qualified individuals for the Executive Director position. Sourcing of candidates should include a broad outreach to the environmental community, governmental organizations, non-governmental organizations, and the business community. Production of additional outreach and recruitment materials beyond the minimum recruitment brochure is highly desired.
- e. Finalize comprehensive plan with the Department Contract Manager, including how the firm will incorporate widespread diversity search strategies to give the Commission the most diverse, qualified candidate pool possible. Sourcing of candidates should include a focused diversity outreach as detailed in the submitted proposal. Include probable posting sites and specific, targeted organizations. Demonstrated awareness, experience, and commitment to issues regarding diversity in executive hiring, particularly among minority and women candidates, is highly desired.
- f. Work in collaboration with the Commission, Department Contract Manager, designated Department staff, and public and tribal stakeholders to develop questions for Executive Director candidates to answer as part of their “Statement of Qualifications.”
  - i. Discussions with individual Commissioners will be done in person or via teleconference.
  - ii. Discussions with Department staff will be held in either groups or individually, in person or via teleconference.
  - iii. Input from public and tribal stakeholders will be gathered, at a minimum, using a designated email address. Commitment to additional communication/participation methods for increased public and tribal stakeholder input is highly desired.

- g. Work in collaboration with the Commission, Department Contract Manager, designated Department staff, and public and tribal stakeholders to develop “Preferred Candidate Screening Criteria.”
    - i. Discussions with individual Commissioners will be done in person or via teleconference.
    - ii. Discussions with Department staff will be held in either groups or individually, in person or via teleconference.
    - iii. Input from public and tribal stakeholders will be gathered, at a minimum, using a designated email address. Commitment to additional communication/participation methods for increased public and tribal stakeholder input is highly desired.
  - h. Publicly present the finalized duty statement, recruitment brochure, outreach material, comprehensive candidate profile, and questions for the Statement of Qualifications at the October 2016 Commission meeting. After public hearing and stakeholder input make any needed changes to the recruitment materials and finalize for release.
2. Search Phase (All steps of this phase to be performed confidentially)
- a. Conduct Executive Director search using the materials developed during the Planning Phase according to the timeline and plan included in the submitted proposal. A timeline that closely reflects the target schedule as specified in Section III.C below is highly desired.
  - b. Using the Candidate Profile, review candidate applications to screen for candidates with minimum qualifications.
  - c. Using the Preferred Candidate Screening Criteria, review screened candidate applications to determine a recommended semi-finalist group of candidates.
  - d. As applicable, “benchmark” internal candidates against a potential national candidate pool. Under this concept, the search firm will conduct an in-depth interview of the internal candidates, assess the internal candidates’ competency levels and potential for performing the management and technical aspects of the vacant position, compare the individual’s relative potential to that of other individuals in the search firm’s database for similar positions, and advise the designated Department staff whether the internal candidates meet minimum qualifications identified in the Candidate Profile and the Preferred Candidate Screening Criteria.
  - e. Develop and maintain a summary document identifying all applicants, reflecting whether or not the applicants are screened out by the Candidate Profile or the Preferred Candidate Screening Criteria and other information as requested.
  - f. Provide updated summary document every two weeks on screened semi-finalist candidates to the Department Contract Manager for the Commission.



- g. Discuss the applicant summary document with the Commission in closed session at a scheduled monthly Commission meeting as necessary, either in person or via teleconference, to approve the semi-finalist candidates.
- h. Discuss and develop semifinalist and finalist interview questions with the Commission during closed session.
- i. Perform initial face-to-face interviews at Department Headquarters with the Department Contract Manager and designated Department staff of semi-finalist candidates.
- j. In collaboration with designated Department staff, determine the two (2) to five (5) finalist candidates.

### 3. Selection Phase

- a. Perform reference and background checks on the finalist candidates.
- b. Prepare confidential, written, in-depth profiles on finalist candidates to be provided to the Commission for consideration in closed session during the Commission meeting following selection of the finalist candidates. Confidential hard copies of the finalist candidate profiles shall be sent via overnight mail no later than the Friday prior to the Commission meeting to the Department Contract Manager and the Commission.
- c. Facilitate interviews of finalist candidates with the Commission in closed session during the Commission meeting.
- d. Upon selection of a new Executive Director by the Commission, work with the Department Contract Manager to prepare and provide the selected candidate with an official offer letter.
- e. Provide a final report to the Department Contract Manager summarizing the completed search process, naming the candidate who accepted the Executive Director position, and detailing a contingency plan if the selected candidate vacates the position within two years. A contingency plan that commits the search firm to assist the Commission in replacing the Executive Director at no additional cost if the selected candidate vacates the position within two years is highly desired.

### 4. Throughout Contract Term

- a. Work collaboratively with the Department Contract Manager and the Commission to ensure timely performance of all work and submittal of all deliverables.
- b. Provide status reports every two weeks on the recruitment process in the form of both written report and conference call to the Department Contract Manager and Chief Deputy Director in advance of each monthly Commission meeting leading up to selection of a new Executive Director. These status reports will be made part of the monthly public meeting notices, agendas, and staff reports that are provided to the Commission and the public in advance of each monthly meeting. These status reports will not contain any confidential information. Confidential information

regarding specific candidates will be provided to the Commission in closed session.

- c. Attend monthly Commission meetings either in person or via telephone as deemed necessary by the Department Contract Manager or the Commission to make public presentations to the Commission and/or to confidentially report to the Commission during closed session regarding the status of the recruitment process.
- d. Communicate regularly with candidates, the Commission, and designated Department staff throughout the recruitment process to ensure that successful candidates, who are willing to accept the position, emerge from the group of highly-qualified professionals identified for consideration.
- e. If at any point, the Commission, the awarded contractor, or the Department Contract Manager determines that the recruitment process has not identified a suitable candidate pool, the contractor will be instructed to continue broad recruitment of applicants to obtain a larger pool of qualified candidates in accordance with the procedures specified above. This may include modification of the Candidate Profile and/or the Preferred Candidate Screening Criteria by the Commission. A plan that includes this service at no additional cost is highly desired.

#### **B. DELIVERABLES LIST**

1. Communication protocol between search firm, Commission, and Department staff
2. Dedicated email address and any other method used to gather information from public and tribal stakeholders for input on Deliverables 3, 4, 7, and 8
3. Updated Executive Director duty statement
4. Candidate Profile for minimum qualifications for Executive Director position
5. Recruitment brochure (and other outreach materials as applicable)
6. Final outreach and recruitment strategy for broad and diverse search
7. Questions for candidates to answer as part of Statement of Qualifications
8. Preferred Candidate Screening Criteria
9. Outreach and recruitment
10. Status reports provided every two weeks to the Department Contract Manager, Chief Deputy Director and to the Commission per the Target Schedule dates (see Section III.C below), including updated summary document identifying all applicants as described in Scope of Work (see Section III.A.2.e above)
11. Presentations to the Commission regarding status of recruitment process (as necessary)
12. Benchmark internal applicants

13. Initial screening of all applicants for minimum qualifications using Candidate Profile with the Contract Manager and designated Department staff
14. Second screening of applicants to determine semi-finalist candidates using Preferred Candidate Screening Criteria with the Contract Manager and designated Department staff
15. Questions for semi-finalist and finalist interviews
16. Interviews of semi-finalist candidates to determine top 2-5 finalist candidates
17. Reference and background checks of finalist candidates
18. Confidential, in-depth profiles of finalist candidates (18 copies)
19. Interviews of finalist candidates with the Commission in closed session during the Commission meeting
20. Official offer letter for candidate to accept Executive Director position
21. Final report summarizing recruitment process, identifying new Executive Director, and detailing contingency plan

**C. TARGET SCHEDULE**

The schedule below is a target schedule for recruitment and hiring of the Executive Director candidate. Proposers should adhere to this target schedule as closely as possible with Commission consideration of finalist candidates no later than the Commission's February 2017 meeting.

Related Deliverable	Item or Task	Date(s)
-	Anticipated Contract Start Date	August 22, 2016
10	Status reports to the Contract Manager and Chief Deputy Director	Every two weeks through contract term
1	Communication Protocol	August 22, 2016
2, 3, 4, 7, 8	Gathering of public and tribal stakeholder input via email address and any other information gathering methods for input on Deliverables 3, 4, 7, and 8	August 22 – September 15, 2016
3, 4, 7, 8	Individual meetings with Commissioners for input on Deliverables 3, 4, 7, and 8	August 22 – September 15, 2016
3, 4, 5, 7, 8	Meetings with Department staff for input on Deliverables 3, 4, 5, 7, and 8	August 22 – September 15, 2016
3, 4, 5, 7, 8, 14	Draft materials due to Contract Manager for inclusion in public staff report to Commission	September 15, 2016
3, 4, 5, 7, 8, 11	Commission discussion and possible approval of deliverables at public meeting in Long Beach, CA	October 5-7, 2016



5, 6, 9	Revisions of outreach materials after public hearing if needed	October 10-14, 2016
5, 6, 9	Release of outreach materials and start of recruitment process	October 14, 2016
10	Status report information due to Contract Manager for inclusion in public staff report to Commission as appropriate	October 18, 2016
10, 11	Status report provided to the Commission at public meeting in the North Central Coast Area	November 2-4, 2016
9	Closing of recruitment time period	December 2, 2016
10, 12	Benchmarking of internal candidates	December 2-5, 2016
10, 13	Initial screening of applications	December 2-5, 2016
10, 14	Second screening of applications to determine semi-finalist candidates	December 2-5, 2016
10, 11, 15	Status report provided to the Commission at public meeting in the South Central Coast Area. Commission to approve recommended semi-finalist candidates in closed session	December 7-9, 2016
10, 16	Interviews with semi-finalist candidates to determine finalist candidates	December 12, 2016 – January 5, 2017
17	Reference and background checks of finalist candidates	December 12, 2016 – January 5, 2017
18	Confidential, in-depth profiles of finalist candidates (18 paper copies) provided to the Contract Manager for distribution to the Commissioners	January 10, 2017
19	Facilitation of Commission interviews with the finalist candidates during a closed session of the Commission meeting	January 11-13, 2017
20	Draft offer letter	January 18, 2017
21	Final report summarizing the recruitment process and detailing contingency plan	January 31, 2017

**D. RESPONSIBILITIES OF BOTH PARTIES**

1. Contractor Responsibilities:

The Contractor will provide the services as detailed above in Section III.A (Scope of Work). The Contractor shall designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the resulting contract (Project Coordinator/Manager). The Project Coordinator/Manager shall be responsible for the overall engagement by the Contractor and shall be the contact for all invoicing and staffing issues.

All deliverables required from the Contractor under the resulting contract will be subject to review and approval by the Commission and the Department Contract

Manager, and the Contractor will be required to respond to the Commission's and Department Contract Manager's feedback in a timely manner.

Personnel commitments made in the Contractor's winning proposal shall not be changed without prior written approval of the Department Contract Manager or the Commission. (See Section III.G below.) The Commission reserves the right to require the removal and replacement of any member of the Contractor's personnel designated to fulfill the contracted services.

2. Department and Commission Responsibilities:

The Department Contract Manager is the contact person to whom all Contractor communications should be addressed and who has the authority to act on all aspects of the services. This person will review the agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties. The Department Contract Manager will coordinate Contractor's access to the Commission and provide Department staff as appropriate to facilitate the Contractor's performance of contracted services and creation of deliverables. The Department Contract Manager will provide timely review and approval of all deliverables provided by the Contractor in order for the Contractor to perform its obligations for contracted services.

**E. SUBCONTRACTORS**

1. Subcontractor Affiliation:

The Contractor will act as the prime contractor for the contracted services. In addition to identifying all personnel proposed to work under the awarded contract, the Contractor must also identify their subcontractor affiliation as applicable.

The Contractor shall identify the subcontractor firm, staff, tasks to be performed and amounts to be paid when subcontractors are used in the performance of the awarded contract using the **GSPD-05-105 Bidder Declaration Form**.

2. Contractors as Fiscal Agents:

Contractors acting as fiscal agents are prohibited. When a subcontractor ultimately performs all of the services that the Contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the Department is paying unnecessary administrative costs.

Contractors should carefully consider whether it is in their best interest to subcontract work out. Any offer submitted by a prime contractor where it appears that the prime contractor's role is solely one of a fiscal agent will be considered not responsive and therefore rejected.

**F. CHANGE MANAGEMENT PROCESS FOR SCOPE OF WORK**

The purpose of this provision is to provide the Commission and the Contractor a process for modifying responsibilities set forth in the Services to Be Provided (Scope of Work) that

would not otherwise modify any legal duties, responsibilities, or obligations under the resulting contract, and therefore does not require these changes to be effectuated through a more formal amendment process (as allowed by the contract).

Illustrative examples of modifications allowed by this “change management process” for the Services to Be Provided (Scope of Work) include: modification to the requested contents of a deliverable report; or modification of designated project personnel. Such permissible modifications may be necessitated by unanticipated problems, re-prioritization of work tasks, or efficiency insights.

A request to modify any aspect of the Services to Be Provided (Scope of Work) may be initiated by the Commission, the Department Contract Manager, or the Contractor, and any modification request must be approved by both the Department Contract Manager and the Contractor. Modifications agreed to by the Department Contract Manager and the Contractor will be documented as amendments to the Services to be Provided (Scope of Work). Any change to the overall term or total dollar amount of the contract will require a formal amendment to the contract as allowed by the contract.

#### **G. FINAL PROJECT ACCEPTANCE PROCEDURES**

It shall be the Department’s sole determination as to whether a contracted service or required deliverable has been successfully completed and is acceptable to the Department in fulfillment of the awarded contract.

#### **IV. MINIMUM QUALIFICATIONS**

1. By submitting a proposal in response to this RFP, the proposer agrees to provide the Executive Director search firm services as described in Section III “Services to be Provided (Scope of Work).”
2. By signing the **Proposal/Proposer Cover Sheet, Attachment 2** and submitting a proposal, proposer acknowledges it has read, understood, and agreed to the following:
  - a. **General Terms and Conditions (GTC 610), Exhibit C of the Sample State Contract (Attachment 9)**, also available at:  
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.  
The State does not accept alternate agreement language from a proposer for any terms or provisions set forth in GTC 610. A proposal with such language will be considered a counter proposal and will be rejected.
  - b. Proposer must sign and submit to the State, the first page of **the Contractor Certification Clauses (CCC-307), Attachment 6**, also available at:  
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.  
The State does not accept alternate language from a proposer for any terms or provisions set forth in CCC-307. A proposal with such language will be considered a counter proposal and will be rejected.
  - c. Proposer must sign and submit to the State, **Darfur Contracting Act Form, Attachment 8**.
  - d. Proposer certifies it is not on either the California Franchise Tax Board’s (FTB) or the California Board of Equalization’s (BOE) lists of tax delinquents found at

[https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml) and <http://www.boe.ca.gov/cgi-bin/deliq.cgi>. Public Contract Code section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of Public Contract Code section 10295.4 is void and unenforceable.

- e. If the proposer is organized as a corporation or limited liability company, proposer must demonstrate that it is in good standing and qualified to do business in the State of California by providing a printout showing certification of "Active" status from the California Secretary of State (SOS) website or evidence of certification in progress. SOS certification must be approved and in "Active" status prior to the scheduled date for contract award as specified in the RFP "Schedule of Events" (see page ii above). The California SOS website is [www.sos.ca.gov](http://www.sos.ca.gov).
- f. If subcontractors are to be used, proposer shall complete **Bidder Declaration Form, GSPD-05-105**, with the names of all proposed subcontracts, available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>.

#### V. PROPOSER'S CONFERENCE, QUESTIONS AND ANSWERS (OPTIONAL)

- A. A Proposer's Conference will be held to discuss this RFP and the State's competitive bidding/procurement process. Proposer participation in the Conference is encouraged, but not mandatory. The Conference will be held via teleconference on May 24, 2016 at 10:00AM PST, and the call-in number is (877) 810-9415, Participant Code is 5528182.
- B. The Department will accept oral questions during the Proposer's Conference and will make a reasonable attempt to provide oral answers prior to the conclusion of the Conference. Oral answers shall not be binding on the Department. A written question and answer set will be issued subsequent to the Proposer's Conference as a formal addendum to the RFP and posted on the CSCR and Department's website. Questions may be paraphrased or consolidated by the Department in the addendum for clarity.
- C. For proposers who need assistance due to a physical impairment, reasonable accommodations will be provided for the Proposer's Conference by the Department upon request. The proposer must call Jessica Chan at (415) 904-5451 no later than the fifth working day prior to the scheduled date and time of the Proposer's Conference to arrange for reasonable accommodations.

#### VI. SUBSTANTIVE PROPOSAL REQUIREMENTS

**In addition to meeting the minimum qualifications specified in Section IV above, a proposal will not be considered complete and responsive to this RFP unless it contains all of the items (as applicable) described below. Proposers are not to alter the forms other than by providing the required information.**

##### A. Preference Programs (as applicable to proposer)

- 1. Small Business (SB) or Microbusiness (MB) Enterprise Preference (collectively, the "Small Business Preference")



- a. Government Code section 14835 *et seq.* requires that a five percent (5%) preference be given to proposers who qualify as a SB or MB.
- b. The small business preference is calculated based on the total points scored by the highest-scoring non-SB/MB proposer during the evaluation (if that proposer is the highest-scoring proposer before application of any incentive or preference percentage) and shall be computed as follows: if a non-SB/MB business has earned the highest point count, a preference equal to 5% of that total point score shall be computed and shall constitute the Small Business Preference points. The preference points shall be added to the total points of all responsive State-certified SB and MB proposers.

Points for highest-scoring non-SB/MB proposal\*\* x .05 = Small Business Preference

\*\*If the highest-scoring proposal before application of any incentive or preference percentage is a non-SB/MB proposer.

- c. Proposers claiming the Small Business Preference must complete the **Bidder Declaration Form, GSPD-05-105** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>). Although not required to be deemed responsive, proposers claiming the Small Business Preference should also attach a copy of their SB/MB certification. A proposer may claim the Small Business Preference if the proposer submits a complete application for certification to DGS/OSDS by 5:00pm on the RFP proposal due date.
- d. If a proposer is not a certified SB or MB but wishes to be eligible for the five percent (5%) preference applicable to SB/MB, the non-SB/MB proposer must subcontract at least 25 percent (25%) of its proposed price to one or more certified SB or MB. If claiming the five percent (5%) preference, the proposer must complete the **Proposal/Proposer Cover Sheet, Attachment 2**, and **Bidder Declaration form, GSPD-05-105** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>), with the names of all certified SB/MB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB/MB certificate for each SB/MB subcontractor and a copy of all SB/MB subcontractors' quote(s) to the Bidder Declaration form, GSPD-05-105.
- e. Certified SB and MB proposers shall have precedence over non-SB/MB proposers in the application of the Small Business Preference. This rule applies to those cases where the SB/MB proposer is the highest-scoring proposer, as well as to those cases where the SB/MB proposer is eligible for award as the result of application of the Small Business Preference. The Small Business Preference may not be applied to any proposal deemed non-responsive with the RFP instructions (see Section VII, "Procedures Governing Submission of Proposals" below) or from a non-responsible proposer.
- f. Please note that the Prompt Payment Act (Gov. Code § 927 *et seq.*) encourages State government agencies to expeditiously pay invoices by imposing penalty assessments for late payments of invoices to contractors, including certified SB and MB. Thus, the Prompt Payment Act encourages SB and MB to stamp their

invoices to identify invoices subject to the penalty if not paid within the specified time.

- g. Questions regarding the certification approval process or the SB/MB program should be directed to DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060 or E-mail: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov). Forms and additional information are available at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

2. Target Area Contract Preference Act (TACPA)

- a. The TACPA program was established to stimulate economic growth and employment opportunities in designated areas throughout the State of California. (Gov. Code §§ 4530 *et seq.*)
- b. The TACPA preferences provide proposal selection preferences of 5% for eligible worksites and 1% to 4% for hiring eligible workforce employees. (Note that the TACPA Workforce Preference cannot be claimed unless the TACPA Worksite Preference is also being claimed.)

If applicable, the preferences will be calculated based on the lowest Cost Proposal submitted by all proposers. For purposes of determining final Cost Points, any applicable TACPA preference will be applied prior to converting the Cost Proposals into Cost Points (see Section VIII.D below). (See 2 CCR § 1896.36 [stating TACPA preferences “shall be granted in an amount equal to a corresponding percentage of the price offered by ... the lowest responsible proposal”].)

Please note the TACPA program does not affect how Cost Proposals (and therefore, Cost Points) are used to calculate the Small Business Preference or the DVBE Incentive, as percentages under both of those programs are calculated without consideration of any other incentive or preference program. (See Sections VI.A.1.b above and VI.B.3 below.)

- c. The Department of General Services (DGS), Procurement Division (PD), Dispute Resolution Unit (DRU) oversees the TACPA program and evaluates all TACPA applications.
- d. This RFP references TACPA preference request and documentation forms. Please carefully review the forms and requirements before submitting as part of a proposal. Proposers are not required to apply for TACPA preferences. Denial of the TACPA preference request is not a basis for rejection of a proposal.

TACPA Preference Request (STD 830):

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Proposer's Summary of Contract Activities and Labor Hours (DGS/PD 526):

<http://www.documents.dgs.ca.gov/pd/edip/bidsum526.pdf>

- e. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in a proposal. This may include, but is not limited to, TACPA preference information from proposers, subcontractors, and any

other sources available at the time of the proposal evaluation. Proposer refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of a requested TACPA preference.

- f. If the resulting contract is awarded with an applied TACPA preference, the contract will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.
- g. Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at (916) 375-4609.

**B. Disabled Veteran Business Enterprise (DVBE) Program Incentive (as applicable to Proposer)**

- 1. The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. The Department has elected to waive the DVBE Program requirements in this RFP (because the Department has reached its DVBE Program goals in at least two of the last three years), but opts to include the DVBE Incentive.
- 2. In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose State-certified DVBE participation as identified on the **Bidder Declaration Form, GSPD-05-105** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>) and confirmed by the State. The incentive amount for contract awards based on highest-scored points will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on highest-scored points:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

- 3. For contract awards based on highest-scored points, the incentive shall be between 1% and 5% of the total possible available points, not including points for any preferences or incentives. The DVBE Incentive points are then included in the sum of non-cost points. The incentive points cannot be used to achieve any applicable minimum point requirement/threshold.
- 4. All proposers claiming the DVBE Incentive must complete the **Bidder Declaration, GSPD-05-105** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>) and include it with their proposal. When completing the declaration, proposers must identify all subcontractors proposed for participation in the contract. Proposers awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

5. Proposers who have been certified by California as a DVBE must also submit a completed **Disabled Veteran Business Enterprise Declaration, STD 834** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>). All disabled veteran owners and disabled veteran managers of the DVBE must sign the form. The completed form should be included with the RFP proposal.

**H. Maximum Cap on Preference and Incentive Point Adjustments**

1. The maximum preference and/or incentive a proposer may be awarded pursuant to this RFP and any other provision of law shall be 15 percent (15%). (Gov. Code § 4535.2(a).) However, in no case shall the maximum TACPA preference awarded exceed fifty thousand dollars (\$50,000) for any proposal. (*Id.*)

**I. Technical Proposal (Required) (110 possible points)**

1. Required Attachments Certification Checklist (No Score)  
 Proposers must complete and return the **Required Attachments Certification Checklist, Attachment 1**.
2. Technical Proposal Sheet  
 Proposers must submit a **Technical Proposal Sheet** in the format laid out in **Attachment 4** and responsive to the narrative requirements set forth below. Proposers should provide narrative responses describing how they plan to meet the requirements for the following sections. See Section VIII.B below for an explanation of how narrative responses will be assigned point values.
  - a. Organization and Background of Firm (15 possible points)

Topic	Description	Possible Points
1	<p>Organization Information:</p> <p>Give a brief history of your firm, including the year the organization was founded.</p> <p>Give the location of your headquarters and any branch offices.</p> <p>Describe the ownership structure of your organization, giving specific details with regard to your parent and affiliated companies or joint ventures.</p> <p>Explain in detail any potential for conflict of interest which would be created by your firm’s representation of the Department. Please include any activities or affiliated or parent organizations as well as other client relationships that may inhibit services to the Department.</p> <p>Describe any “off-limits” practices that may apply to the Department.</p>	5



2	<p>Background and Experience:</p> <p>Explain in detail the experience, including the number of years, that your firm has conducting national searches of executive positions that should include but is not limited to expertise in the following areas: organizations with core missions focusing on (a) the environment and/or land use; or (b) governmental organizations.</p>	5
3	<p>Explain any demonstrated success in outreach to diverse candidates encompassing a wide range of demographics and underserved populations.</p>	5

b. Assigned Personnel and Resumes (10 possible points)

Topic	Description	Possible Points
1	<p>Identify the Project Manager/Coordinator who will be assigned to this project and include his/her resume, which should identify experience conducting national searches of executive positions including but not limited to expertise in the following areas: organizations with core missions focusing on (a) the environment and/or land use; or (b) governmental organizations.</p>	5
2	<p>Identify any other specific personnel who will be assigned to this project and include resumes for each person. The resumes should identify experience conducting national searches of executive positions including but not limited to expertise in the following areas: organizations with core missions focusing on the (a) environment and/or land use; or (b) governmental organizations.</p>	5

c. Detail of Services to be Provided (40 possible points)

In providing narrative responses describing how they plan to meet the following requirements, proposers should also consider the requirements in context of Section III, "Services to be Provided (Scope of Work)." Furthermore, in providing narrative responses, proposers should consider the scoring methodology set forth in the Technical Proposal Evaluation (see Section VIII.B.2 below) in determining the level of detail to provide in responses.

Finally, proposers should note that narrative responses will be incorporated into the Scope of Work in the resulting contract, which the awarded proposer will be expected to execute.

Topic	Description	Possible Points
1	Explain how your outreach plan will recruit a broad, diverse, inclusive pool of applicants. Include probable posting sites.	5
2	Explain how your outreach plan will recruit experienced, qualified applicants. Include probable posting sites.	5
3	Provide a description of recruitment methods to reach applicants who may not be actively searching for employment.	5
4	Provide a realistic, detailed project schedule and timeline based on the Target Schedule included in this RFP (see Section III.C above) that provides for project completion by the Target Completion Date.	5
5	Describe methods that will be used to obtain public and tribal stakeholder input on: the updated Executive Director duty statement; the Candidate Profile; the questions for candidates to answer as part of the Statement of Qualifications; and the Preferred Candidate Screening Criteria (Deliverables 3, 4, 7, and 8, respectively). Provide example work-product and/or samples of each where possible.	5
6	Provide mock-ups of sample confidential, informational documents including status report, summary document, and in-depth candidate profile (Deliverables 10 and 18, respectively).	5
7	Describe your firm's background and reference check process.	5
8	At any point during the recruitment process, the Commission, awarded contractor, or the Department Contract Manager may determine that the recruitment	5

	process has not identified a suitable candidate pool. Should this occur, describe the steps your firm will take to obtain a larger pool of qualified candidates within the contract term.	
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d. Contingency Planning (15 possible points)

Topic	Description	Possible Points
1	Provide a plan of action that details the steps that your firm would take to minimize the potential of a selected candidate vacating the position within the first two years of the initial appointment date.	5
2	Provide a plan of action that your firm would take if a candidate does vacate the position within two years from the initial appointment date.	5
3	Provide an explanation regarding how your firm will provide follow-up support for recruitment after the candidate appointment date including the number of days that the follow-up support is provided.	5

e. Recent Similar Successful Searches (25 possible points)

Topic	Description	Possible Points
1	Using the <b>Client Reference and Contractor History Form, Attachment 5</b> , please describe at least three (3), and up to five (5), recently completed searches that in your judgement are comparable in level and complexity to the search engagement that your firm would complete for the Commission. For each search, please include the name and phone number of the principal contact in the organization for which the search was performed who has personal knowledge of the completed search. Include outreach material used to conduct the recruitment.	5 points per submittal, at least three (3) and up to five (5) submittals

f. Understanding of the Public Agency Search Environment (5 points possible)

Topic	Description	Possible Points
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1	<p>The Department expects proposers to demonstrate an understanding of the challenges of conducting searches for a public entity like the Department. Please describe your firm’s sense of the challenges of conducting searches for public agencies, for environmental policy positions and the Department in particular in comparison to conducting searches in the private sector.</p>	5
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**C. Cost Proposal (Required) (60 points possible)**

In addition to the Technical Proposal, proposers must submit a Cost Proposal in the format prescribed in the **Cost Proposal Sheet, Attachment 3**.

**VII. PROCEDURES GOVERNING SUBMISSION OF PROPOSALS**

- A. Submit one (1) original proposal marked “ORIGINAL COPY” and six (6) copies, including all required attachments, in hard-copy format and one (1) copy on compact disc (CD) labeled with the firm’s name and “Proposal for RFP 15-01” in Microsoft Word format. Wet-ink signatures are required for documents contained in the original proposal package, and documents must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original proposal package.
- B. The proposal must be complete and accurate. Material omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- C. Proposers are encouraged to conserve natural resources such as paper and plastic when submitting their proposals in response to this RFP. Proposals may be printed on double-sided paper, incorporate minimal use of binders or other plastic components, and be mailed in minimal packaging. This conservation effort is not a mandatory requirement and will have no impact on the points scoring that ultimately determines the contract award.
- D. All proposals must be submitted under sealed cover and sent to the Department by the date and time specified in the Schedule of Events. Proposals received after this date and time will not be considered.
- E. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP 15-01  
 Executive Director Search Firm Service  
 California Coastal Commission  
 Attention: Jessica Chan  
 45 Fremont Street, Suite 2000  
 San Francisco, CA 94105-2219

**DO NOT OPEN**

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- F. Responsive proposals shall include all of the documents identified in the **Required Attachments Certification Checklist, Attachment 1**. Proposals not including all of the documents specified in Attachment 1 (as applicable) shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- G. Mail or deliver proposals to the following address:
- California Coastal Commission  
Attention: Jessica Chan  
45 Fremont Street, Suite 2000 (20<sup>th</sup> Floor)  
San Francisco, CA 94105-2219
- PLEASE NOTE: Individuals who hand deliver proposals should allow time for visitor security procedures. You will need to call the Department Reception Desk at (415) 904-5200 before you arrive so that Department staff can provide the security personnel on the first floor with your name to proceed to the Coastal Commission office on the 20<sup>th</sup> Floor.**
- All proposal packages will be date- and time-stamped upon receipt. Proposals received after the final filing date and time will not be considered.**
- J. Proposals must be submitted for the performance of all the services as described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- K. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the contract that is the subject of this RFP.
- L. Costs incurred by the proposer for developing a proposal and in anticipation of award of the contract that is the subject of this RFP are entirely the responsibility of the proposer and shall not be charged to the Department or the State of California.
- M. An individual who is authorized to bind the proposing firm contractually shall sign the **Proposal/Proposer Cover Sheet, Attachment 2**. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- N. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Schedule of Events. Proposal modifications offered in any other manner, oral or written, will not be considered.
- O. A proposer may withdraw its proposal by submitting a written withdrawal request to the contact and address stated in Section VI.G above, signed by the proposer or an



authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.

- P. The Department may modify this RFP or any requirement therein prior to the proposal submission deadline as set forth in the Schedule of Events by the issuance of a public addendum.
- Q. The Department reserves the right to reject all proposals if it determines not to select any proposal for awarding the resulting contract. The Department is not required to award the contract.
- R. Before submitting a proposal in response to this RFP, proposers should review their proposal, correct any errors prior to submission, and confirm compliance with the RFP requirements.
- S. Proposers should carefully consider work specifications when developing the Cost Proposal component of their proposal (see **Attachment 3**). No additions or increases to the contract amount will be made for the contract that is ultimately awarded due to a lack of careful consideration of work specifications and the costs associated in accomplishing the work specifications.
- T. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's **General Terms and Conditions (GTC), Exhibit C to the State Standard Contract (Attachment 9)** are not negotiable.
- U. No oral understanding or agreement shall be binding on either or as between a proposer or the Department.
- V. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and, upon completion of proposal evaluations and scoring (see Section VIII below), the documents will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Generally speaking, the Department cannot withhold public records from disclosure absent some overriding public interest in non-disclosure. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the Department Evaluation Team has concluded the final scoring of submitted proposals. Following the conclusion of scoring, all proposal materials and the Department's evaluation sheets will be made publicly available including posting to the Department's website, as is customary practice when materials are provided to the Commission for consideration. The Department recommends that proposers register the copyright for any proprietary material submitted in a proposal in response to this RFP.
- W. Except as specifically requested by the Department, submission of a proposal or any portion thereof via facsimile transmission, electronic, or magnetic media is not allowed. The Department will not accept or consider any proposal material submitted in this manner.

- X. Only one proposal from an individual, firm, partnership, corporation or combination thereof, will be considered in response to this RFP. Multiple proposals submitted by a proposer under more than one name will be cause for rejection of all proposals submitted by the proposer.

**VIII. EVALUATION PROCESS**

All proposals received on or before the final filing date and time as specified in the Schedule of Events (see page ii above) will be evaluated by a Department Evaluation Team as outlined below. The Department Evaluation Team will consist of five Department staff members. The Department Evaluation Team may request written clarifications from proposers at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented within a specific proposal.

The Department Evaluation Team, in the exercise of its exclusive discretion, may either waive an immaterial error, omission, deviation, or other immaterial defect, or permit a proposer to correct any immaterial error, omission, deviation, or other immaterial defect. The Department Evaluation Team may waive any non-material error, omission, deviation, or other defect contained within a specific proposal. However, such waiver shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP requirements.

**A. Administrative Review (Pass/Fail)**

1. At the time of submission closing and proposal opening, each proposal will be checked by the Department Evaluation Team using the **Requirement Attachments Certification Checklist, Attachment 1**, for the presence or absence of required information and documents in conformance with the submission requirements of this RFP. The purpose of this stage of Administrative Review is to determine: (1) whether a proposal has been submitted in the proper format and with the required elements to be deemed a responsible proposal; and (2) whether the proposer is deemed “responsive” by meeting the minimum qualifications.
2. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected as non-responsive.
3. The Department Evaluation Team may reject proposals as non-responsive that fail to submit the documents required as part of the Technical Proposal.
4. Proposals that do not pass the Administrative Review phase do not progress in the evaluation process.

**B. Technical Proposal Evaluation (110 possible points)**

After the Department Evaluation Team has ascertained that the proposer is deemed “responsible” (by meeting the Minimum Qualifications during the Administrative Review), the Technical Proposal will be evaluated by the Department Evaluation Team as described below.

Technical Proposal Scoring

Section	Points Possible
Organization and Background of Firm	15

Personnel to be Assigned & Resumes	10
Detail of Services to be Provided	40
Contingency Planning	15
Recent Similar Successful Searches	25
Understanding of Public Agency Search Environment	5
<b>Total Technical Points</b>	<b>110</b>

1. The Department Evaluation Team will evaluate the Technical Proposals meeting proposal submission requirements. The Department Evaluation Team will use a consensus approach to assign points for each narrative response provided for each requirement set forth in Section VI.C.2 above and in the **Technical Proposal Sheet, Attachment 4**. Points will be summed to arrive at a total score for the Technical Proposal. Under the consensus approach the Department Evaluation Team will arrive at a single point value for each narrative requirement; all narrative response points will then be added to arrive at Technical Points score for each evaluated proposal.

2. Methodology for assigning points to narrative responses is as follows:

**Exceptional (5)** – Proposer’s narrative demonstrates an exceptional understanding of, experience in, or capability to achieve the requirement in question. Response is well thought-out and well presented. Proposer’s response is complete, addresses all aspects of the topic and does not require clarification.

**Very Good (4)** – Proposer’s narrative demonstrates a very good understanding of, experience in, or capability to achieve the requirement in question. Response is generally well thought-out and well presented. Overall, proposer’s response is complete, addresses major aspects of the topic, and requires minimal clarification.

**Satisfactory (3)** - Proposer’s narrative demonstrates a satisfactory understanding of, experience in, or capability to achieve the requirement in question. Overall, proposer’s response addresses some aspects of the topic, but may require multiple areas of clarification.

**Marginal (2)** – Proposer’s narrative demonstrates a marginal understanding of, experience in, or capability to achieve the requirement in question. Overall, proposer’s response did not address major aspects of the topic and requires multiple areas of clarification.

**Unsatisfactory (1)** – Proposer’s narrative did not demonstrate satisfactory understanding of, experience in, or capability to achieve the requirement in question. Overall, proposer’s response did not address a majority of the aspects of the topic.

**Zero (0)** – Proposer’s narrative was blank or missing or deemed non-responsive.

**C. Reference Checks and Oral Interviews (30 possible points)**

Following the Technical Proposal Evaluation, the Department Evaluation Team will conduct standardized Reference Checks of the references provided on the **Client Reference and Contractor History Forms (Attachment 5)** for the top proposers using a points threshold.



These Reference Checks will be done for proposers whose Technical Proposal Evaluation score exceeds 75 points or, if less than three (3) proposals have scored 75 points, the three (3) proposers with the highest Technical Points. No additional points will be awarded for Reference Checks. Following the Reference Checks, Oral Interviews will be held with these same proposers. Oral Interviews will be held via teleconference. Proposers who meet the above threshold will be contacted at least 24 hours prior to Oral Interview dates with the date, time and teleconference information for the interview. The Oral Interviews will be scored, with a total 30 possible points using standardized interview questions. These interview questions are not disclosed as part of this RFP before oral interviews will occur, but will be made publicly available after evaluation completion.

**D. Cost Proposal Evaluation (60 possible points)**

Because the Department is using the secondary method RFP process, a process in which the resulting contract is awarded based on highest points scored overall, submitted Cost Proposals must be converted into Cost Points using a formula. However, since the TACPA program allows for preference percentages to be applied to the lowest-submitted, responsible Cost Proposal prior to conversion of Cost Proposal dollar amounts to Cost Points (see Section VI.A.2 above), the calculation of Cost Points (for purposes of determining the proposal with the highest points scored overall) must be done one of two ways, depending on whether a proposal has claimed TACPA preference(s) or not.

1. **If no proposer claims TACPA preference(s)**, the proposal with the lowest Cost Proposal will receive the maximum score of 60 points. All other submitted Cost Proposals will receive Cost Points proportionate to the Cost Proposal receiving the maximum Cost Points as follows:

$$\begin{array}{r}
 \text{Lowest Cost Proposal} \\
 \hline
 \text{Proposer's Cost Proposal}
 \end{array}
 \times
 \begin{array}{l}
 \text{60 Max} \\
 \text{Possible} \\
 \text{Points}
 \end{array}
 =
 \text{Proposer's Cost Points}$$

2. **If at least one proposer claims TACPA preference(s)**, the proposer(s) claiming TACPA preference(s) will have their Cost Proposals adjusted based on the TACPA Worksite and Workforce Preferences, as applicable. After adjustment to Cost Proposals following application of the TACPA preference(s), Cost Proposals will be converted to Cost Points using the same methodology as specified in Section VIII.D.1 above.

Please note that no TACPA preferences will be granted for any proposal unless all responsive Cost Proposals exceed one hundred thousand dollars (\$100,000). (See State Contracting Manual, Table 8.2 See also 2 CCR § 1896.37.)

**E. Final Scoring, Adjustments, and Tie-breakers**

1. The first step in determining final point scores for proposals is to add any applicable DVBE Incentive points to the total non-Cost Points (Technical Points and Oral Interview Points, if applicable). (See State Contracting Manual I § 8.17.D.1; 2 CCR § 1896.99.100(d).)
2. The second step in determining final point scores for proposals is to add total non-Cost Points to Cost Points (with our without TACPA adjustment, as applicable) and any applicable Small Business Incentive Points. This final amount represents the final points total for determining the highest-scoring proposal.

3. In the event that any final point score results in fractional points, fractional points less than .50 will be rounded down to the nearest whole number, and fractional points greater than or equal to .50 will be rounded up to the nearest whole number.
4. In the event of a precise tie, a designated member of the Department Evaluation Team will draw lots to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code section 14838 (f).

**F. Department Evaluation Team Recommendation to the Commission**

The Department Evaluation Team will make an advisory recommendation to the Commission that the contract be awarded to the proposer with the highest evaluated final score as set forth in this RFP. However, the Commission has ultimate responsibility and authority to award the contract. (SCM I § 5.15.F.3)

**IX. AWARD AND PROTEST**

1. Notice of the proposed award of contract shall be posted in a public place in the office of the California Coastal Commission at 45 Fremont Street, Suite 2000 (20th Floor), San Francisco, CA 94105 and on the following Internet site: [www.coastal.ca.gov](http://www.coastal.ca.gov) for five (5) working days prior to actual awarding of the contract.
2. If any proposer, prior to the award of contract, files a written protest with both:

Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, CA 95605  
FAX (916) 376-5088

California Coastal Commission  
Attention: Jessica Chan  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105  
FAX (415) 904-5741

on allowable grounds as specified in Public Contract Code section 10345(b)(2), the contract shall not be awarded until either all protests have been withdrawn or the Department of General Services has rendered a written decision(s) on all protests. To be considered timely, a protest must be received within five (5) working days of publication of the notice of the proposed award. It is recommended that protesting proposers submit any protest by certified or registered mail.

3. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department at their respective addresses specified in Section IX.2 above a detailed statement specifying the

grounds for the protest to the extent the initial protest does not adequately explain the grounds for the protest..

4. Upon resolution of all protests and award of the contract by the Department, the contractor must complete and submit to the Department the **Payee Data Record (STD 204)** with wet-ink signatures, to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. The form can be found by typing "204" in the search box at <http://dgs.ca.gov/osp/Forms/Search.aspx>. No payment shall be made unless a completed STD 204 has been returned to the Department.

## X. GENERAL INFORMATION

### A. Correction of Errors Within the RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the proposer should immediately notify the Department of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described in Section X.B, "Written Technical Questions Regarding the RFP," below.

Modifications will be made by addenda issued by the Department pursuant to Section X.C, Addenda below. If a proposer fails to notify the Department of a known error, or an error that reasonably should have been known, prior to the final date of submission, the proposer assumes the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time to perform by reason of the error or its subsequent correction.

### B. Written Technical Questions Regarding the RFP

Proposers requesting clarification of the intent or content of this RFP may request clarification only by submitting questions via electronic mail to:

[Jessica.Chan@coastal.ca.gov](mailto:Jessica.Chan@coastal.ca.gov)

Please reference RFP No. 15-01 in the subject line. **To ensure a response, questions must be received by the date and time specified in the Schedule of Events** (see p. ii above). Responses to questions received by the specified date and time will be issued in writing via an addendum and will be posted to the CSCR website and the Department's website, without identifying the source of the query, on or before the date specified in the Schedule of Events.

### C. Addenda

The Department may modify any part of the RFP including the extension of the deadline to submit a proposal, prior to the date proposals are due, by issuance of one or more public addenda. Addenda issued after the final filing date may occur only to correct a discrepancy, omission or other such typographical error within the RFP; however, any addenda issued after the final filing date will not have a material effect on the submitted proposals. Addenda will be numbered consecutively and posted to the CSCR website and the Department's website.

### D. Clarifications

The Department may request clarification(s) from a proposer for a submitted proposal at any point in the evaluation process for the purpose of clarifying ambiguities in the information presented in the Proposal. The Department will advise the proposer in writing of any additional documentation that may be required and the time line for submission of any additionally documentation required for clarification. Failure to submit the required documentation by the date and time indicated may cause the Department to deem the proposal nonresponsive.

If deemed necessary by the Department, at its sole discretion, omitted and/or additional information that may be collected by mail, facsimile, or other method includes but is not limited to the following:

1. Signed copies of any form submitted without a signature. This provision does not apply to the unsigned **Proposal/Proposer Cover Letter, Attachment 2** (see Section IV. Minimum Qualifications.)
2. Information or material needed to correct or remedy an immaterial defect in a submitted proposal.

Other than information requested by the Department as specified above, no proposer will be allowed to alter a submitted proposal or add new information to a submitted proposal after the final filing date.

#### **E. Contract Execution and Performance**

Performance of the awarded contract shall start after all approvals have been obtained and the contract is fully executed. The contract is considered fully executed upon approval by DGS, Office of Legal Services. Should the proposer who is awarded the contract (herein referred to as the "Contractor") fail to commence work at the agreed upon time as specified in the contract, the Department, upon five (5) calendar days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposed price and the actual cost of acquiring replacement services from another contractor.

#### **F. Other Criteria**

1. Review of Proposals Subsequent to Contract Award  
Written or oral proposal evaluation debriefings will not be given to unsuccessful proposers. All submitted proposals and final scoring sheets are retained by the Department as public records, and shall be made available for public inspection following scoring completion.
2. Follow-On Contracts  
No person, firm, or subsidiary thereof or their officers or directors, who has been awarded a consulting services contract, or a contract which includes a consulting component, may submit a proposal or be awarded a contract for the provision of service, delivery of goods or supplies, or any other related action that is required, suggested, or otherwise deemed to be an outgrowth of advice or recommendations submitted pursuant to the consulting service contract.
3. News Releases

News releases pertaining to the contract award resulting from this RFP shall not be made without prior written approval from the Department Chief Deputy Director or his/her designee.

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**EXHIBITS  
AND  
ATTACHMENTS**

DRAFT

**EXHIBIT A**  
**2011 EXECUTIVE DIRECTOR DUTY STATEMENT/DRAFT RECRUITMENT BROCHURE**

DUTY STATEMENT  
SEPTEMBER 2011

**EXECUTIVE DIRECTOR**

CALIFORNIA COASTAL COMMISSION

**Appointment**

The Executive Director serves as the California Coastal Commission's Chief Executive Officer.

The Executive Director is exempt from civil service, is appointed by the voting members of the California Coastal Commission (under section 30335 of the Coastal Act) and serves at the Commission's pleasure. The Commission is a quasi-judicial, independent agency composed of 12 voting members appointed equally by the Governor, the Senate Rules Committee, and the Speaker of the Assembly and 3 *ex officio* non-voting members. All members have or can have an alternate who serves in the absence of the principal member.

**Responsibilities and Duties**

The Executive Director has comprehensive executive responsibilities for management, statewide policy formulation and implementation, program development, and administration of all aspects of the Coastal Commission's work mandate by the California Coastal Act of 1976 (and as amended). The Executive Director is responsible for the work of the Commission's approximately 142 authorized staff positions in 6 geographic districts located in 7 offices [Eureka (North Coast), Sacramento (Legislative), San Francisco (Headquarters and North Central Coast), Santa Cruz (Central Coast), Ventura (South Central Coast), Long Beach (South Coast), San Diego (San Diego Coast)].

Responsibilities and duties of the Executive Director include but are not limited to:

- Attends and manages all monthly Coastal Commission meetings that occur 3 to 5 days each month at different locations throughout the state.
- Provides Coastal Commissioners with necessary support services, information, and assistance and the key information that the Commission needs to carry-out its independent responsibilities.
- Is responsible for overseeing the development and presentation of all recommendations for action by the Commission on all regulatory matters before

the Commission, including coastal development permits and their amendments, all enforcement matters, and all federal actions subject to Commission review pursuant to the federal Coastal Zone Management Act (CZMA).

- Oversees the formulation and implementation of statewide policies relative to the Commission's planning, educational, grant-making, water quality protection, and other tasks mandated or authorized by the California Coastal Act and applicable provisions of the federal Coastal Zone Management Act.
- Is responsible for leadership in carrying out statewide coastal resources management policies including those dealing with public coastal access and recreation, environmentally sensitive habitat, wetlands, agricultural lands, scenic values, landform alteration, climate change, commercial and recreational fishing, coastal and marine water quality, aquaculture, coastal energy production and processing and transmission (including LNG terminals, offshore oil and gas, power plants and renewable energy projects), coastal dependent industrial uses, marine transportation and ports, marinas and recreational boating, lower cost visitor-serving opportunities, desalination projects, highway planning and projects, visitor-serving commercial development, and protection of affordable housing.
- Reviews and makes recommendations to the Commission for approval of local coastal programs (LCPs include land use plans and implementing ordinances) prepared by 75 local coastal governments (15 counties and 60 cities), port master plans prepared by 4 industrial ports (San Diego, Long Beach, Los Angeles, and Port Hueneme), long range development plans prepared by universities in the coastal zone (U.C San Diego, Pepperdine, U.C Santa Barbara, U.C. Santa Cruz), and public works plans. All amendments to such plans and programs must also be reviewed and acted upon by the Commission.
- Promulgates and carries out agency-wide policies, rules and regulations relative to the conduct of Commission business in compliance with state and federal law, including budgeting, expenditure controls, personnel matters, conflict of interest, and civil service requirements.
- Implements a regulatory program that includes direct review of coastal development permit applications, appeals of coastal permits acted upon by local government and port districts, and review of all federal actions [(i.e., federal permits and licenses), as well as actions undertaken directly by any federal agency such as the U.S. Army Corps of Engineers, U.S. Army, Navy, Air Force or Marine Corps, Bureau of Land Management, National Park Service, Minerals Management Service (i.e., offshore oil and gas leasing and development), EPA, Forest Service, Bureau of Indian Affairs, U.S. Postal Service, and U.S. Border Patrol].



- Initiates and recommends and implements regulatory enforcement actions such as the issuance of “cease and desist” and resource restoration orders and seeks judicial relief.
- Oversees and carries out a wide range of Commission programs and activities, including land use planning and regulation, enforcement, legal, ocean and energy resources, oil spill prevention and response, public coastal access and recreation, coastal water quality, public education and involvement (e.g., whale tail license plate, Adopt-A-Beach, Coastal Clean-Up Day, Clean and Green Boating programs), technical services (cartography, geographic information systems, coastal engineering, geological, hydrology, and biological issues), federal consistency review, port master planning, periodic reviews of Local Coastal Programs, local government assistance (financial grants and technical assistance), public works planning, University long range development planning, state and federal legislative affairs, information systems (computer network), coastal resources information center, periodic publications (i.e., California Coastal Access Guide, California Coastal Resources Guide), and prescriptive rights of public access to and along the coast.
- Responsible for relationships with high level federal, state and local government officials, the media, and the public. Because the coastal program is complex, highly visible, controversial and sensitive, relations with the Governor’s office, the Secretary of Natural Resources, the state Legislature, the Congress, the media, other state and federal public agencies, local government, and concerned citizens are particularly important aspects of the Executive Director’s job.
- Manages the senior management team in order to allocate staff workload and provide quality control across the range of coastal program responsibilities and is responsible for the preparation, production, distribution, and presentation of reports on all matters within the Commission’s responsibility.
- Responsible for an extensive legislative program at the state and federal levels.
- Directs and is responsible for management of all agency staff. Delegates top level responsibilities as appropriate to the Chief Deputy Director, Senior Deputy Director and others to efficiently manage the Commission’s programs. Directly responsible, or responsible through subordinate managers, for staff recruitment, hiring, training, achieving affirmative action goals, assigning work, skill developing, performance evaluation, disciplining and discharging staff.
- Conducts organizational, programmatic, and staffing reviews, including strategic planning, to determine adaptive management changes necessary for improving program effectiveness and efficiencies. Carries out operational changes warranted by agency needs and changed circumstances, and recommends appropriate actions to the Commission to assist in better meeting its responsibilities.

- Appears before and represents the Commission before legislative and congressional committees and participates as an official member and commission representative on various boards, interagency working groups, committees, task forces and other organizational entities at the state, federal and international level.

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# PRELIMINARY DISCUSSION DRAFT (May 3, 2016)



**THE CALIFORNIA COASTAL COMMISSION  
INVITES APPLICATIONS FOR  
EXECUTIVE DIRECTOR  
EXEMPT APPOINTMENT  
SAN FRANCISCO, CALIFORNIA**



CALIFORNIA  
COASTAL  
COMMISSION



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## CALIFORNIA COASTAL COMMISSION

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The Executive Director serves as the California Coastal Commission's chief executive officer.

The Executive Director is exempt from civil service, is appointed by the voting members of the California Coastal Commission (under section 30335 of the Coastal Act) and serves at the Commission's pleasure. The Commission is charged with implementing the California Coastal Act of 1976

(<http://www.coastal.ca.gov/coastact.pdf>).

The Coastal Act was enacted by the Legislature to continue carrying out the original mandate of Proposition 20, which was passed by the citizens of California in 1972.

The Commission is a quasi-judicial, independent Commission composed of 12 voting members appointed equally by the Governor, the Senate Rules Committee, and the Speaker of the Assembly and 3 *ex officio* non-voting members.

### Responsibilities and Duties

The Executive Director has comprehensive executive responsibilities for management, statewide policy formulation and implementation, program development, and administration of all aspects of the Coastal Commission's work mandated by the California Coastal Act of 1976. The Executive Director makes recommendations to the Commission regarding regulatory actions on permit applications, local coastal program submittals, enforcement actions, and a broad range of other matters. The Executive Director oversees the implementation of the Commission's 2013 adopted Strategic Plan. (Available on Commission's website [http://www.coastal.ca.gov/strategicplan/CC\\_C\\_Final\\_StrategicPlan\\_2013-2018.pdf](http://www.coastal.ca.gov/strategicplan/CC_C_Final_StrategicPlan_2013-2018.pdf).) The Executive Director is responsible for the work of the Commission's approximately 167 authorized staff positions in 6 geographic districts located in 7 offices [Arcata (North Coast), Sacramento (Legislative), San Francisco (Headquarters and North Central Coast), Santa Cruz (Central Coast), Ventura (South Central Coast), Long Beach (South Coast), San Diego (San Diego Coast)].

## THE POSITION

The Executive Director is appointed by the California Coastal Commission and serves at its pleasure. (Coastal Act, sec. 30335.) The position is exempt from civil service and all individuals who meet the qualifications of the position are encouraged to apply. The Commission seeks a broad and diverse pool of qualified candidates.

## COMPENSATION

The annual salary range for the Executive Director of the California Coastal Commission is \_\_\_\_\_ to \_\_\_\_\_.

The selected candidate will be offered a salary within the range based on his/her qualification.

The selected candidate will also receive package benefits available to state employees including retirement, health, dental and vision insurance and leave allowances.

There will be no relocation expenses available for this position.

## TO APPLY

This is a confidential process. Applications will be accepted until the position is filled.

Applications received by December 2016 will receive priority consideration. Applications must include the following:

- *Comprehensive resume*
- *[State Application Form 678](#) available on the [Coastal Commission website](#)*
- *Personal statement of qualifications for the Coastal Commission Executive Director position (this addresses specific questions) not to exceed four pages)*
- *Three to five letters of recommendation for this specific position*





## QUALIFICATIONS

Qualified candidates for the California Coastal Commission Executive Director are expected to bring broad environmental, land use and coastal policy training and experience and administrative and organizational management experience to this position. The successful candidate will have the following minimum qualifications:

- *Possession of an advanced degree from an accredited university in a relevant field is required;*
- *Minimum of 10 years of relevant work experience, including at least five (5) years in a senior managerial role is required*



CALIFORNIA  
COASTAL  
COMMISSION

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The following competencies are highly desirable for a successful candidate:

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- Experience working in California state government, other coastal state government, federal or local government;
- Knowledge and experience in working with the California Coastal Act and the Federal Coastal Zone Management Act;
- Knowledge of a broad range of resource and development issues that the California Coastal Commission addresses in implementation of the Coastal Act;
- Familiarity with the resources and the geography of the State of California and the coast of California;
- Familiarity with the Local Coastal Program process;
- Exemplary leadership and staff building skills. Proven track record of managing a diverse, professional, multi-disciplinary staff;
- A proven commitment to diversity and teamwork;
- Experience in land use planning and environmental review law, tools, and requirements;
- Excellent written, verbal, and interpersonal communication skills;
- Possession of the personal characteristics of integrity, initiative, dependability, tact, positive attitude, and sound judgment
- Demonstrated management and administrative leadership skills;
- Proven strengths as a negotiator and innovative problem solver;
- Excellent project management skills and proven ability to handle a complex and heavy workload with strict regulatory deadlines;
- Proven experience in working with an appointed Commission or Board;
- Commitment and experience in an environment that supports broad public participation;
- Enthusiastic commitment to the value of broad and diverse public participation and public service;
- Ability to define and implement overall agency goals and strategies while managing day-to-day workload. Assess the organization's present direction and capabilities and to envision and implement an overall plan moving forward;
- Leadership skills with emphasis on collaboration and flexibility while maintaining agency and staff independence;
- Ability to bridge communications between and among the Commission and staff, the Governor's office and legislature, federal and state agencies, local governments and other stakeholders;
- Focus on "customer service" goals of the agency to provide clear, decisive and prompt information to applicants and the public;



**EXHIBIT B  
 CALIFORNIA COASTAL COMMISSION MEETING SCHEDULE**

Approved 2016 Meeting Dates and Locations

<p><b>JANUARY 13-14, 2016</b>   <b>San Diego Area</b></p>	<p><b>JULY 13-15, 2016</b>   <b>San Diego Area</b></p>
<p><b>FEBRUARY 10-12, 2016</b>   <b>Santa Cruz/Monterey/San Luis Obispo County          (Central Coast Area)</b></p>	<p><b>AUGUST 10-12, 2016</b>   <b>Santa Cruz/Monterey/San Luis Obispo County          (Central Coast Area)</b></p>
<p><b>MARCH 9-11, 2016</b>   <b>L.A./Orange County          (South Coast Area)</b></p>	<p><b>SEPTEMBER 7-9, 2016</b>   <b>Mendocino/Humboldt/Del Norte County          (North Coast Area)</b></p>
<p><b>APRIL 13-15, 2016</b>   <b>San Francisco Bay Area          (North Central Coast Area)</b></p>	<p><b>OCTOBER 5-7, 2016</b>   <b>L.A./Orange County          (South Coast Area)</b></p>
<p><b>MAY 11-13, 2016</b>   <b>L.A./Orange County          (South Coast Area)</b></p>	<p><b>NOVEMBER 2-4, 2016</b>   <b>San Francisco Bay Area          (North Central Coast Area)</b></p>
<p><b>JUNE 8-10, 2016</b>   <b>Santa Barbara/Ventura/L.A. County          (South Central Coast Area)</b></p>	<p><b>DECEMBER 7-9, 2016</b>   <b>Santa Barbara/Ventura/L.A. County          (South Central Coast Area)</b></p>

Tentative 2017 Meeting Dates and Locations

<p><b>January 11-13, 2017</b> <b>(tentative dates)</b></p> <p><b>Location TBD</b> <b>Southern California</b></p>	<p><b>February 8-10, 2017</b> <b>(tentative dates)</b></p> <p><b>Location TBD</b> <b>Southern California</b></p>
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**EXHIBIT C  
 PROPOSAL EVALUATION SHEET**

**Firm's Name:** \_\_\_\_\_

Small Business Preference Claimed? Yes  No       Non-Small Business Preference Claimed? Yes  No   
 TACPA Worksite Preference Claimed? Yes  No       TACPA Workforce Preference Claimed? Yes  No   
 DVBE Incentive Claimed? Yes  No

ADMINISTRATIVE REVIEW		YES/NO
1	Does the proposal pass administrative review?  <i>Using "Requirement Attachments Certification Checklist," Attachment 1. See also Section VIII.A of the RFP.</i>	

TECHNICAL PROPOSAL EVALUATION		SCORING
2	Organization and Background of Firm (15 possible points)	
3	Personnel to Be Assigned This Contract and Resumes (10 possible points)	
4	Detail of Services to Be Provided (40 possible points)	
5	Contingency Planning (15 possible points)	
6	Recent Similar Successful Searches (25 possible points)	
7	Understanding of Public Agency Search Environment (5 possible points)	
8	<b>Technical Points (110 possible points)</b>  <i>Add Lines 2 through 7.</i>  <i>Proposals must have at least 75 Technical Points following Technical Proposal Evaluation in order to have references contacted. If less than three (3) proposals have 75 Technical Points, the proposals with the top three (3) Technical Points scores will have references contacted. However, please note that no additional points will be awarded for reference checks.</i>	

REFERENCE CHECKS AND ORAL INTERVIEW (IF APPLICABLE)		SCORING
9	<b>Oral Interview Points (30 possible points)</b>  <i>Proposals must have at least 75 Technical Points following Technical Proposal Evaluation in order to receive an oral interview. If less than three (3) proposals have 75 Technical Points, the proposals with the top three (3) Technical Points scores will receive oral interviews.</i>	

COST PROPOSAL EVALUATION		SCORING
10a	<p><b>Cost Points, if no TACPA Preference claimed (60 possible points**)</b></p> $\frac{\text{Lowest Cost Proposal}}{\text{Proposer's Cost Proposal}} \times 60$ <p>** Note that the lowest, responsible Cost Proposal will receive the maximum 60 Cost Points.</p>	
10b	<p><b>Cost Points, if TACPA Preference claimed** (60 possible points)</b></p> <p>** TACPA Preferences apply only if all responsive Cost Proposals exceed \$100,000, per State Contracting Manual, Table 8.2 and 2 CCR § 1896.37.</p> <p><u>TACPA Worksite Preference (if applicable)</u></p> <p>(1) <math>\text{Lowest Cost Proposal} \times 0.05 = \text{TACPA Worksite Preference}</math></p> <p>(2) Deduct TACPA Worksite Preference from all proposals claiming it</p> <p><u>TACPA Workforce Preference (cannot be claimed unless TACPA Worksite Preference also claimed)</u></p> <p>(1) <math>\text{Lowest Cost Proposal} \times (0.01 \text{ to } 0.04)^{\wedge}</math></p> <p><math>\wedge</math> TACPA Workforce Preference percentage, as specified in proposal</p> <p>(2) Deduct specified TACPA Workforce Preference from all proposals claiming it</p> <p><u>Cost Points, adjusted for TACPA preference(s)</u></p> <p>(1) After adjusting Cost Proposals using TACPA Worksite and Workforce Preferences as applicable, the adjustment may result in a new lowest Cost Proposal</p> <p>(2) Calculate Cost Points using the methodology specified in Step 10a</p>	
PRELIMINARY POINTS TOTAL BEFORE PREFERENCE AND INCENTIVE PROGRAMS		SCORING
11	<p><b>Preliminary Points before Preference and Incentive Programs (200 possible points)</b></p> <p>Add Lines 8 + 9 + 10a.</p>	

PREFERENCE AND INCENTIVE PROGRAMS		SCORING
12a	<p><b>Small Business Preference Points (if applicable)</b></p> <p>Points for highest-scoring non-small/micro business proposal** x 0.05</p> <p>** If the highest-scoring proposal before application of any incentive or preference percentage (see Step 11) is a non-small/micro business proposer.</p>	
12b	<p><b>Non-Small Business Preference Points (if applicable)</b></p> <p>Points for highest-scoring non-small/micro business proposal** x 0.05</p> <p>** If the highest-scoring proposal before application of any incentive or preference percentage (see Step 11) is a non-small/micro business proposer. A non-small business which qualifies for this preference may not take an award away from a certified small business.</p>	

13	<p><b>DVBE Incentive Points (if applicable)</b></p> <p><i>Total possible maximum points before preference and incentive programs** x (0.01 to 0.05)^^^</i></p> <p><i>** The total possible maximum points before preference and incentive programs is 200 points.</i></p> <p><i>^^ DVBE Incentive Preference percentage, as specified in proposal</i></p>	
14	<p><b>TACPA (Worksite and Workforce) Preferences (if applicable)</b></p> <p><i>See Step 10b above</i></p>	
15	<p><b>Maximum caps on preference and incentive percentages and dollar amounts</b></p> <p><i>Maximum preference and/or incentive percentages proposer may be awarded = 15%</i></p> <p><i>Maximum TACPA preference proposer may be awarded = 9%, up to \$50,000</i></p>	

FINAL POINTS TOTAL AFTER ADJUSTING FOR PREFERENCE AND INCENTIVE PROGRAMS		SCORING
16	<p><b>DVBE Incentive Points Added to Final Non-Cost Points Total**</b></p> <p><i>Add Line 13 + Line 8 + Line 9</i></p> <p><i>** Per State Contracting Manual / § 8.17.D.1 and 2 CCR § 1896.99.100(d).</i></p>	
17	<p><b>All Remaining Points Added to Final Non-Cost Points to Arrive at Final Total Score</b></p> <p><i>Add Line 10a or 10b (as applicable) + Line 12a or Line 12b (as applicable) + Line 16</i></p>	



**ATTACHMENT 1  
REQUIRED ATTACHMENTS CERTIFICATION CHECKLIST**

FIRM'S NAME: \_\_\_\_\_

As prescribed in Sections VI.D.1 and VII.F of the RFP, all proposers are required to complete and return this Attachment. Complete the "Proposer Certification" column and submit this checklist to confirm the items submitted with your proposal.

Department staff will use the shaded "CCC Verification" column to confirm receipt of all required documents.

<b>Proposer Certification</b>	<b>Attachment Name/Description</b>	<b>CCC Verification</b>
<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Submitted one (1) Original and six (6) copies, including all required attachments, in hard copy format and (1) CD in Word Format as detailed in Section VI of the RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. This Required Attachments Certification Checklist ( <b>Attachment 1</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3. Proposal/Proposer Cover Letter ( <b>Attachment 2</b> ) signed by an individual authorized to bind the Proposer contractually.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4. Cost Proposal Sheet ( <b>Attachment 3</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	5. Technical Proposal Sheet ( <b>Attachment 4</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	6. Minimum of three (3), maximum of five (5), completed Client Reference and Contractor History Forms ( <b>Attachment 5</b> )  <input type="checkbox"/> 3 Forms <input type="checkbox"/> 4 Forms <input type="checkbox"/> 5 Forms	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7. Signed first page of Contractor Certification Clauses – CCC-307 ( <b>Attachment 6</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8. Signed Darfur Contracting Act Form ( <b>Attachment 8</b> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	9. If Small Business Preference, or Non-Small Business Preference is claimed:  <input type="checkbox"/> Bidder Declaration Form, GSPD-05-105; and <input type="checkbox"/> Small Business Enterprise certification, or documentation that certification application is pending	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	10. If Target Area Contract Preference Act is claimed:  <input type="checkbox"/> STD 830; and <input type="checkbox"/> DGS/PD 526	<input type="checkbox"/> Yes <input type="checkbox"/> No



**ATTACHMENT 2  
 PROPOSAL/PROPOSER COVER SHEET**

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Cover Sheet. The signatory must indicate the title or position that the individual holds in the firm. By submitting this document with signature, the proposer certifies the following:

- A. This proposal is submitted in accordance with this RFP's Section VII "Procedures Governing Submission of Proposals."
- B. All required attachments are included with this cover sheet. (Please see this RFP's Section IV "Minimum Qualifications" for additional forms that require signature and submittal as part of submittal of this cover sheet. See also the Required Attachments Certification Checklist, Attachment 1, generally for a list of attachments necessary for a proposal to be deemed responsive.)
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this RFP. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period to provide the services as described in this RFP.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Proposal Rejection.  
 (See RFP section X.D.1.)**

1. Company/Firm Name	2. Telephone Number ( )	2a. Fax Number ( )
2b. Email Address		
3. Physical Mailing Address		
Indicate your organization type		
4a. <input type="checkbox"/> Sole Proprietorship	4b. <input type="checkbox"/> Partnership	4c. <input type="checkbox"/> Corporation
4d. <input type="checkbox"/> Other organization type (specify):		
Indicate the applicable employee and/or corporation number:		
5. Federal Employee ID No. (FEIN)	6. California Corporation No.	
7. Proposer's Name (Print)	8. Title/Position	
9. <b>Signature</b>	10. Date	

**Completion Instructions for Proposal/Proposer Cover Sheet (Attachment 2)**

Complete the numbered items on the Proposal/Proposer Cover Sheet by following the instructions below

Item Numbers	Instructions
1	Provide legal business name. If using a dba (“doing business as”), submit a Fictitious Business Name Statement. Refer to California Business and Professions Code 17900 <i>et seq.</i>
2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4a	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
4b	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
4c	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
4d	If your firm does not qualify as one of the organizational types specified in 4a, 4b, or 4c, please identify your organizational type in the space provided.
5	Enter your email address.
6	Enter your federal employer tax identification number.
7	If applicable, enter your corporation number assigned by the California Secretary of State’s Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
8, 9, 10	Must be completed. These items are self-explanatory.

**ATTACHMENT 3  
 COST PROPOSAL SHEET**

As prescribed in Section VII.D of the Request for Proposal, all Proposers are required to complete and return this attachment to satisfy the Cost Proposal component of the proposer's proposal. All information must be provided in the prescribed format. Responses that deviate materially from the prescribed format may lead to the rejection of the Cost Proposal, and ultimately the entire proposal. The rates specified herein must include all direct and indirect expenses, including but not limited to staff time and out of pocket expenses that also take into account all travel and administrative costs.

<b>Direct Labor</b>			
<b>Name and Title</b>	<b>Hours</b>	<b>Rate per Hour</b>	<b>Total</b>
			\$
			\$
			\$
			\$
<b>Subtotal Direct Labor</b>			<b>\$</b>

<b>Subcontractor Costs</b>	
Itemize Subcontractor Costs	\$
	\$
<b>Subtotal Subcontractor Costs</b>	<b>\$</b>

<b>Indirect Costs (Overhead and Fringe Benefits)</b>		
	<b>Rate</b>	<b>Total</b>
Overhead Rate		\$
Fringe Benefits		\$
Other (Include itemized list)		
<b>Subtotal Indirect Costs</b>		<b>\$</b>

<b>Direct Costs</b>	
Travel In State	\$
Travel Out of State	\$
Other (Include itemized list)	\$
<b>Subtotal Direct Costs</b>	<b>\$</b>

<b>Total Cost Proposal</b>	<b>\$</b>
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**ATTACHMENT 4  
TECHNICAL PROPOSAL SHEET**

**INSTRUCTIONS**

- A. A responsible proposer must submit a Technical Proposal as described in Section VI.D of the RFP and as set forth below.
- B. If awarded the contract, the successful proposer's Technical Proposal shall be incorporated into the resulting contract as a binding obligation.
- C. Please use as many additional pages as necessary to provide your narrative responses to the Technical Proposal requirements.
- D. All pages of a proposer's Technical Proposal, including any cover page or table of contents, should have the following header and page numbering format in the upper right corner of each page:

Technical Proposal  
Date  
Agreement No. CC-16-02  
Attachment 4  
Page ## of ##

**TABLE OF CONTENTS**

**Section a: Organization and Background of Firm**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.a of the RFP.*

**Section b: Assigned Personnel and Resumes**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.b of the RFP.*

**Section c: Detail of Services to be Provided**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.c of the RFP.*

**Section d: Contingency Planning**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.d of the RFP.*

**Section e: Recent Similar Successful Searches**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.e of the RFP.*

**Section f: Understanding of the Public Agency Search Environment**

*Please provide written narrative responses to the required topics as set forth in Section VI.D.2.f of the RFP.*

**ATTACHMENT 5  
CLIENT REFERENCE AND CONTRACTOR HISTORY FORM**

The proposer must provide a minimum of three (3), and a maximum of five (5), client references for recent services that it has performed that are similar in size, scope, and type to the services requested under this RFP. (See Section III of the RFP.) These references may be contacted by the Department Evaluation Team during their evaluation of a proposal if deemed necessary by the Department Evaluation Team to verify information provided by the proposer on this form.

Proposer/Firm Name:
Subcontractor that provided any services:
Client Company/Organization Name:
Contact with personal knowledge of the project:
Mailing Address:
Telephone:
Fax:
E-mail:
Project Name and Brief Description:
Proposer's or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Project Dollar Amount:
Describe experience for this project. The description of the project must be detailed and comprehensive enough to permit the State to assess the similarity of the project to the work anticipated in the award of the contract resulting from this procurement.

**ATTACHMENT 6  
CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))



2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 7  
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
INCENTIVE INSTRUCTIONS**

**Please read the instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

**This solicitation does not include a minimum DVBE participation percentage or goal.**

**DVBE BID INCENTIVE.**

A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply..

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

As applicable: (1) Awards based on low price- the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score- the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

**INTRODUCTION.** Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document).

Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify**

for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with SDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

**THE DVBE BUSINESS UTILIZATION PLAN (BUP):** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department:** Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

**Other State and Federal Agencies, and Local Organizations:**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: DVBE Local Contacts.

## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, contact the contracting official at the awarding department for this solicitation. For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select:

- DVBE Trade Paper Listing
- DVBE Focus Paper Listing

### U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.  
Internet contact only –Database: [www.ccr.gov/](http://www.ccr.gov/).

### FOR:

Service-Disabled Veteran-owned businesses in California. (Remember to verify each DVBE's California certification.)

**Local Organizations:** Go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: DVBE Local Contacts

### FOR:

List of potential DVBE subcontractors

### DGS-PD Cal eProcure

Website: <https://caleprocure.ca.gov/>  
Phone: 1-855-421-6355  
Email: [vendors@fiscal.ca.gov](mailto:vendors@fiscal.ca.gov)

### FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

### DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

### FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

### Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

*f*

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.



**ATTACHMENT 8  
 DARFUR CONTRACTING ACT FORM**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1.     \_\_\_\_\_           We do not currently have, and have not had within the previous  
       Initials           three years, business activities or other operations outside of the United States.

**OR**

2.     \_\_\_\_\_           We are a scrutinized company as defined in Public Contract Code  
       Initials           section 10476, but we have received written permission from the Department of General  
                           Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section  
                           10477(b). A copy of the written permission from DGS is included with our bid or  
                           proposal.

**OR**

3.     \_\_\_\_\_           We currently have, or we have had within the previous three years,  
       Initials           business activities or other operations outside of the United States,  
       + certification   but we certify below that we are not a scrutinized company  
       below             as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>



**ATTACHMENT 9  
 SAMPLE STATE CONTRACT**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>CC-16-02</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
 California Coastal Commission

CONTRACTOR'S NAME

2 The term of this Agreement is: August 22, 2016 through May 21, 2017

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Additional Provisions

**Note to Proposers:** The following ## pages represent a sample Agreement. Please review it carefully and present any questions in writing to the contact identified for this RFP.

# pages

1 page

GTC 610

# pages

# pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Susan M. Hansch, Chief Deputy Director

ADDRESS

45 Fremont Street, Suite 2000, San Francisco, CA 94105

*California Department of General Services Use Only*

Exempt per:

**EXHIBIT A  
 SCOPE OF WORK**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described in Section III of the California Coastal Commission’s Request for Proposal (RFP) Number RFP 15-01, entitled “Executive Director Search Firm Services.”
2. In providing the aforementioned services, Contractor agrees to undertake the contracted work in conformance with the “Technical Proposal” and “Cost Proposal” submitted by the Contractor in response to RFP 15-01.
3. The term of this agreement will be for a period of 9 months. The RFP included the option to renew for additional 9 month period under the same terms and conditions.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Email:	Email:
Fax:	Fax:
Physical Mailing Address:	Physical Mailing Address:

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Scope of Work: Attach Scope of Work from RFP and Contractor’s response to the Scope of Work (Technical Proposal)

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Contractor's Cost Proposal submitted in response to RFP 15-01. Contractor's Cost Proposal is herein included as an attachment to Exhibit B.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Coastal Commission  
Attn: Business Services  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105

- C. Invoices shall contain the following information:
1. Contractor's name and address as shown on this agreement.
  2. Date of the invoice.
  3. Time period covered by the invoice.
  4. Contract number as shown on this agreement.
  5. Original signature of the contractor (not required if printed using preprinted letterhead paper).
  6. Itemized costs for the billing period in the same or greater level of detail as indicated in this agreement, with supporting documentation. Only those costs and/or cost categories expressly identified in this agreement may be reimbursed.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C  
GTC 610**

**GENERAL TERMS AND CONDITIONS**

**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

**6. DISPUTES**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

### **9. RECYCLING CERTIFICATION**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

### **10. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

### **11. CERTIFICATION CLAUSES**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

### **12. TIMELINESS**

Time is of the essence in this Agreement.

### **13. COMPENSATION**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

### **14. GOVERNING LAW**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

### **15. ANTITRUST CLAIMS**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:



1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

#### **16. CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### **17. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### **18. PRIORITY HIRING CONSIDERATIONS**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

**SPECIAL TERMS AND CONDITIONS**

**1. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payments of any moneys to any subcontractor.

**2. TRAVEL REIMBURSEMENT**

Travel Reimbursement shall be at the same rates as similarly situated State employees. If any conflicts exist between the Contractor's rates and those applicable to State employees, the State's reimbursement rates shall prevail. Receipts will be required. All travel costs are inclusive within the budgeted amount referenced in this Agreement.

**3. SETTLEMENT OF DISPUTES**

If the Contractor believes that there is a dispute or grievance between the Contractor and the Department arising out of or relating to this Agreement, the Contractor shall first discuss and attempt to resolve the issue with the Department Contract Manager. If the issue cannot be resolved at this level, the Contractor shall follow the following procedures:

If the issue cannot be resolved directly with the Department Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Department. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or its designee, shall meet in person or via phone with the Contractor and the Department Contract Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

**4. AMENDMENTS**

This Agreement may be amended only by mutual consent of the parties. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**5. PUBLICITY**

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by the Contractor without advance written approval by the Department.

**6. CONTRACTOR EVALUATION**

Within sixty (60) days after the completion of this Agreement, the Department Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

## **7. PROGRESS REPORTS**

The Contractor shall submit progress reports to the Department Contract Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with the Contract Number and sending to the designated address.

## **8. PROGRESS PAYMENTS**

If progress payments are allowed for services performed under this contract, not less than ten (10) percent of the contract amount shall be withheld pending final completion of the contract, and receipt and acceptance by the California Coastal Commission of any final reports and deliverables required under the contract. However, for those contracts that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task.

## **9. RIGHT TO TERMINATE**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

## **10. DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS**

If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))